



SCOTTISH EXECUTIVE

Health Directorates
Workforce

Dear Colleague

PAY AND CONDITIONS FOR HOSPITAL MEDICAL AND DENTAL STAFF AND DOCTORS AND DENTISTS IN PUBLIC HEALTH MEDICINE AND THE COMMUNITY HEALTH SERVICE

INTRODUCTION OF SPECIALTY REGISTRAR (StR) GRADE INCLUDING FIXED TERM SPECIALTY TRAINING APPOINTMENTS (StR (FT))

Summary

1. This pay circular informs NHS employers of the introduction of the Specialty Registrar Grade (StR) including Fixed Term Specialty Training Appointments (StR (FT)) in the Specialty Registrar Grade, and of amendments to the national pay and conditions of service of hospital medical and dental staff and doctors and dentists in public health medicine and the community health service in respect of pay on return to training.

Agreement

2. The Joint Negotiating Committee (Juniors) has agreed the pay scales and model contract documentation for the new Specialty Registrar (StR) and for Fixed Term Specialty Training Appointments in the Specialty Registrar grade (StR (FT)). Pay scales for locum StR and StR(FT) have yet to be agreed and will be published separately.

3. The Staff and Associate Specialist Negotiating Committee, Joint Negotiating Committee (Juniors) and Joint Negotiating Committee (Seniors) have agreed amendments to the TCS regarding the pay arrangements on return to training.

7 June 2007

Addresses

For action

Chairs, NHS Boards and Special Health Boards and NHS National Services Scotland

Chief Executives, NHS Boards and Special Health Boards and NHS National Services Scotland

Directors of Finance, NHS Boards and Special Health Boards and NHS National Services Scotland

Directors of Human Resources, NHS Boards and Special Health Boards and NHS National Services Scotland

For information

Members, Scottish Partnership Forum

Members, Scottish Terms and Conditions Committee

Members, Scottish Workforce and Governance Group

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Action

4. The new pay scales for the StR and StR (FT) grades will come into effect from 8 May 2007 and should be used for all new appointments to these grades.
5. The revised contract documentation, which replaces that issued as Annex C to NHS Circular PCS(DD)2001/3, is applicable to all training grades and should be used with immediate effect.
6. The new arrangements for pay on return to training will apply to posts entered on or after 1 August 2007. Employees already paid under existing arrangements should continue to be so paid for the duration of any contract of employment made before that date. Further guidance on the new arrangements for pay on return to training, including worked examples, will be published shortly in a future pay circular.
7. A High Court judgement in 2006 highlighted the need for NHS employers to take all reasonable steps to ensure that the effects of nationally negotiated collective agreements are incorporated into individual contracts of employment.
8. It is good practice that employers should:
 - write to individual medical and dental practitioners in order to notify them of the revisions to their TCS; and
 - place a copy of the notification on each individual's HR record.

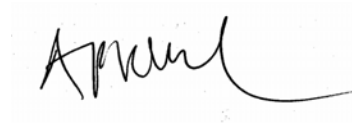
Terms and Conditions of Service for Foundation House Officers, Specialty Registrars and Specialty Registrars in Fixed Term Appointments

9. The Terms and Conditions of Service are being amended to include those training grades not explicitly covered by the current documentation. A further Pay Circular setting out the necessary changes to the TCS will be issued in due course.
10. References to the closed grades of Registrar and Senior Registrar will be removed from future Pay Circulars. Where in the past reference has been made to appointments using the top of the Registrar scale as a standard, to maintain consistency such references should in future be taken to refer to the fifth point (Point 04) of the Specialty Registrar scale.

11. For the sake of completeness, details of pay scales for GP Registrars have also been included in this Circular at Annex E.

12. NHS Boards, Special Health Boards and NHS National Services Scotland are required to make the necessary arrangements to pay the salaries notified in the Annexes to this Circular from 8 May 2007 as appropriate.

Yours sincerely



ALEX KILLICK
Associate Director for Workforce
Employment and Retention



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NHS Circular PCS(DD)2007/7



DIRECTION

The Cabinet Secretary for Health and Wellbeing, in exercise of the powers conferred on her by Section 105(7) of, and paragraph 5 of Schedule 1 and paragraph 7 of Schedule 5 to, the National Health Service (Scotland) Act 1978, hereby gives to NHS Boards and Special Health Boards and NHS National Services Scotland the following Direction.

Hospital medical and dental staff and doctors and dentists in public health medicine and the community health service shall be paid the appropriate rates relating thereto which were approved by the Cabinet Secretary for Health and Wellbeing on 7 June 2007 in NHS Circular PCS(DD)2007/7 with effect from 8 May 2007.

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7 June 2007



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NHS Circular PCS(DD)2007/7



NATIONAL HEALTH SERVICE APPROVAL OF REMUNERATION AND CONDITIONS OF SERVICE

The Cabinet Secretary for Health and Wellbeing, in exercise of the powers conferred on her by Regulations 2 and 3 of the National Health Service (Remuneration and Conditions of Service) (Scotland) Regulations 1991 hereby approve the agreement of the Joint Negotiating Committees to the amendments to the Handbook of the Terms and Conditions of Service for Hospital Medical and Dental Staff and Doctors and Dentists in Public Health Medicine and the Community Health Service, set out in the Annexes to NHS Circular PCS(DD)2007/7 dated 7 June 2007.

This approval has effect from 8 May 2007.

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7 June 2007



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StR and StR (FT) – Full Time Trainee Pay Rates

TABLE 1: Specialty Registrar (StR) and Fixed Term Specialty Registrar (StR (FT)) Pay Scales

| Grade | Min | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|----------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| StR (FT) | 28,118 | 29,879 | 32,338 | 33,825 | 35,619 | 37,413 | | | | |
| StR | 28,118 | 29,879 | 32,338 | 33,825 | 35,619 | 37,413 | 39,207 | 41,001 | 42,795 | 44,581 |

TABLE 2: Total Salaries for Specialty Registrar (StR) and Fixed Term Specialty Registrar (StRFT)

| Grade | Point | Basic salary | Banding supplement | | | | |
|----------|---------|--------------|--------------------|-----------|----------------|-----------|-----------|
| | | | 1C 20% | 1B 40% | 1A & 2B 50% | 2A 80% | 3 100% |
| StR (FT) | Min | £28,118 | £33,742 | £39,366 | £42,177 | £50,613 | £56,236 |
| | 1 | £29,879 | £35,855 | £41,831 | £44,819 | £53,783 | £59,758 |
| | 2 | £32,338 | £38,806 | £45,274 | £48,507 | £58,209 | £64,676 |
| | 3 | £33,825 | £40,590 | £47,355 | £50,738 | £60,885 | £67,650 |
| | 4 | £35,619 | £42,743 | £49,867 | £53,429 | £64,115 | £71,238 |
| | 5 | £37,413 | £44,896 | £52,379 | £56,120 | £67,344 | £74,826 |
| StR | Min | £28,118 | £33,742 | £39,366 | £42,177 | £50,613 | £56,236 |
| | 1 | £29,879 | £35,855 | £41,831 | £44,819 | £53,783 | £59,758 |
| | 2 | £32,338 | £38,806 | £45,274 | £48,507 | £58,209 | £64,676 |
| | 3 | £33,825 | £40,590 | £47,355 | £50,738 | £60,885 | £67,650 |
| | 4 | £35,619 | £42,743 | £49,867 | £53,429 | £64,115 | £71,238 |
| | 5 | £37,413 | £44,896 | £52,379 | £56,120 | £67,344 | £74,826 |
| | 6 | £39,207 | £47,049 | £54,890 | £58,811 | £70,573 | £78,414 |
| | 7 | £41,001 | £49,202 | £57,402 | £61,502 | £73,802 | £82,002 |
| | 8 | £42,795 | £51,354 | £59,913 | £64,193 | £77,031 | £85,590 |
| 9 | £44,581 | £53,498 | £62,414 | £66,872 | £80,246 | £89,162 | |



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NHS Circular

PCS(DD)2007/7

TABLE 3: StR and StR (FT) - FLEXIBLE TRAINEE PAY RATES

| StR (FT) | | | | | | |
|----------------------------|--------|--------|--------|--------|--------|--------|
| Basic | | | | | | |
| Point | 0 | 1 | 2 | 3 | 4 | 5 |
| F5 | 14,059 | 14,940 | 16,169 | 16,913 | 17,810 | 18,707 |
| F6 | 16,871 | 17,928 | 19,403 | 20,295 | 21,372 | 22,448 |
| F7 | 19,683 | 20,916 | 22,637 | 23,678 | 24,934 | 26,190 |
| F8 | 22,495 | 23,904 | 25,871 | 27,060 | 28,496 | 29,931 |
| F9 | 25,307 | 26,892 | 29,105 | 30,443 | 32,058 | 33,672 |
| FC (20% supplement) | | | | | | |
| | Min | 1 | 2 | 3 | 4 | 5 |
| F5 | 16,871 | 17,928 | 19,403 | 20,296 | 21,372 | 22,449 |
| F6 | 20,246 | 21,514 | 23,284 | 24,354 | 25,647 | 26,938 |
| F7 | 23,620 | 25,100 | 27,165 | 28,414 | 29,921 | 31,428 |
| F8 | 26,994 | 28,685 | 31,046 | 32,472 | 34,196 | 35,918 |
| F9 | 30,369 | 32,271 | 34,926 | 36,532 | 38,470 | 40,407 |
| FB (40% supplement) | | | | | | |
| | Min | 1 | 2 | 3 | 4 | 5 |
| F5 | 19,683 | 20,916 | 22,637 | 23,679 | 24,934 | 26,190 |
| F6 | 23,620 | 25,100 | 27,165 | 28,413 | 29,921 | 31,428 |
| F7 | 27,557 | 29,283 | 31,692 | 33,150 | 34,908 | 36,666 |
| F8 | 31,493 | 33,466 | 36,220 | 37,884 | 39,895 | 41,904 |
| F9 | 35,430 | 37,649 | 40,747 | 42,621 | 44,882 | 47,141 |
| FA (50% supplement) | | | | | | |
| | Min | 1 | 2 | 3 | 4 | 5 |
| F5 | 21,089 | 22,410 | 24,254 | 25,370 | 26,715 | 28,061 |
| F6 | 25,307 | 26,892 | 29,105 | 30,443 | 32,058 | 33,672 |
| F7 | 29,525 | 31,374 | 33,956 | 35,517 | 37,401 | 39,285 |
| F8 | 33,743 | 35,856 | 38,807 | 40,590 | 42,744 | 44,897 |
| F9 | 37,961 | 40,338 | 43,658 | 45,665 | 48,087 | 50,508 |

| StR | | | | | | | | | |
|----------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Basic | | | | | | | | | |
| 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 14,059 | 14,940 | 16,169 | 16,913 | 17,810 | 18,707 | 19,604 | 20,501 | 21,398 | 22,291 |
| 16,871 | 17,928 | 19,403 | 20,295 | 21,372 | 22,448 | 23,525 | 24,601 | 25,677 | 26,749 |
| 19,683 | 20,916 | 22,637 | 23,678 | 24,934 | 26,190 | 27,445 | 28,701 | 29,957 | 31,207 |
| 22,495 | 23,904 | 25,871 | 27,060 | 28,496 | 29,931 | 31,366 | 32,801 | 34,236 | 35,665 |
| 25,307 | 26,892 | 29,105 | 30,443 | 32,058 | 33,672 | 35,287 | 36,901 | 38,516 | 40,123 |
| FC (20% supplement) | | | | | | | | | |
| Min | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 16,871 | 17,928 | 19,403 | 20,296 | 21,372 | 22,449 | 23,525 | 24,602 | 25,678 | 26,750 |
| 20,246 | 21,514 | 23,284 | 24,354 | 25,647 | 26,938 | 28,230 | 29,522 | 30,813 | 32,099 |
| 23,620 | 25,100 | 27,165 | 28,414 | 29,921 | 31,428 | 32,934 | 34,442 | 35,949 | 37,449 |
| 26,994 | 28,685 | 31,046 | 32,472 | 34,196 | 35,918 | 37,640 | 39,362 | 41,084 | 42,798 |
| 30,369 | 32,271 | 34,926 | 36,532 | 38,470 | 40,407 | 42,345 | 44,282 | 46,220 | 48,148 |
| FB (40% supplement) | | | | | | | | | |
| Min | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 19,683 | 20,916 | 22,637 | 23,679 | 24,934 | 26,190 | 27,446 | 28,702 | 29,958 | 31,208 |
| 23,620 | 25,100 | 27,165 | 28,413 | 29,921 | 31,428 | 32,935 | 34,442 | 35,948 | 37,449 |
| 27,557 | 29,283 | 31,692 | 33,150 | 34,908 | 36,666 | 38,423 | 40,182 | 41,940 | 43,690 |
| 31,493 | 33,466 | 36,220 | 37,884 | 39,895 | 41,904 | 43,913 | 45,922 | 47,931 | 49,931 |
| 35,430 | 37,649 | 40,747 | 42,621 | 44,882 | 47,141 | 49,402 | 51,662 | 53,923 | 56,173 |
| FA (50% supplement) | | | | | | | | | |
| Min | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 21,089 | 22,410 | 24,254 | 25,370 | 26,715 | 28,061 | 29,406 | 30,752 | 32,097 | 33,437 |
| 25,307 | 26,892 | 29,105 | 30,443 | 32,058 | 33,672 | 35,288 | 36,902 | 38,516 | 40,124 |
| 29,525 | 31,374 | 33,956 | 35,517 | 37,401 | 39,285 | 41,168 | 43,052 | 44,936 | 46,811 |
| 33,743 | 35,856 | 38,807 | 40,590 | 42,744 | 44,897 | 47,049 | 49,202 | 51,354 | 53,498 |
| 37,961 | 40,338 | 43,658 | 45,665 | 48,087 | 50,508 | 52,931 | 55,352 | 57,774 | 60,185 |



ANNEX B

APPOINTMENT TO SPECIALTY REGISTRAR POSTS – TRANSITIONAL ARRANGEMENTS

Principles of Transition

1. Transition will last from 1 August 2007 until all doctors holding Senior House Officer (SHO) training contracts at that time have completed those contracts or have taken up a Specialty Registrar (StR) post. Thereafter, for doctors entering a training post where previous experience is at SHO level only, starting salary and incremental date will be determined by the existing provisions of paragraphs 130 and 133 of the Terms and Conditions of Service (TCS), in which references to Specialist Registrar (SpR) will be amended to include the StR grade. On transition:

- ◆ doctors on point 0 of the F2 or SHO scales will move to the minimum of the StR scale and take the date of the move as their new incremental date.
- ◆ doctors on points 1 and 2 of the F2 or SHO scales taking up an StR appointment will transfer to the proposed StR scale at the next highest point above their existing salary, and retain their existing incremental date.
- ◆ doctors on points 3 and higher of the SHO scale will transfer to the proposed StR scale under the provisions as currently set out in paragraph 133c of TCS.

Following transition

2. A doctor's incremental date will remain as on first appointment to the StR grade whether to a FT or a numbered StR post. Although the two scales have different maxima, they will be treated for all intents and purposes as a single grade, and a movement from FT to a numbered post will not be treated as a promotion. However, all service as a FT StR, as a locum in the StR grade, or in a higher grade, will count as set out in paragraph 123a of TCS for incremental purposes when starting salary in a numbered StR post is determined.

Annual Leave

3. No change has been made to the annual leave entitlement, which remains at 5 weeks for those on the minimum, first or second incremental points of the StR/SpR scale (mirroring the current SpR provisions) except that those SHOs assimilated to the FT scale will be able to access the enhanced leave provision once they move beyond the second incremental point of the StR scale.

Implementation

4. The process for movement between scales under the provisions of paragraph 133c of Terms and Conditions of Service is complex and widely misunderstood. Assimilation extends the facility to retain an incremental date to those doctors on points 1 and 2 of the SHO scale. A flowchart and several representative but not exclusive examples have been developed to enable a better understanding of the process.



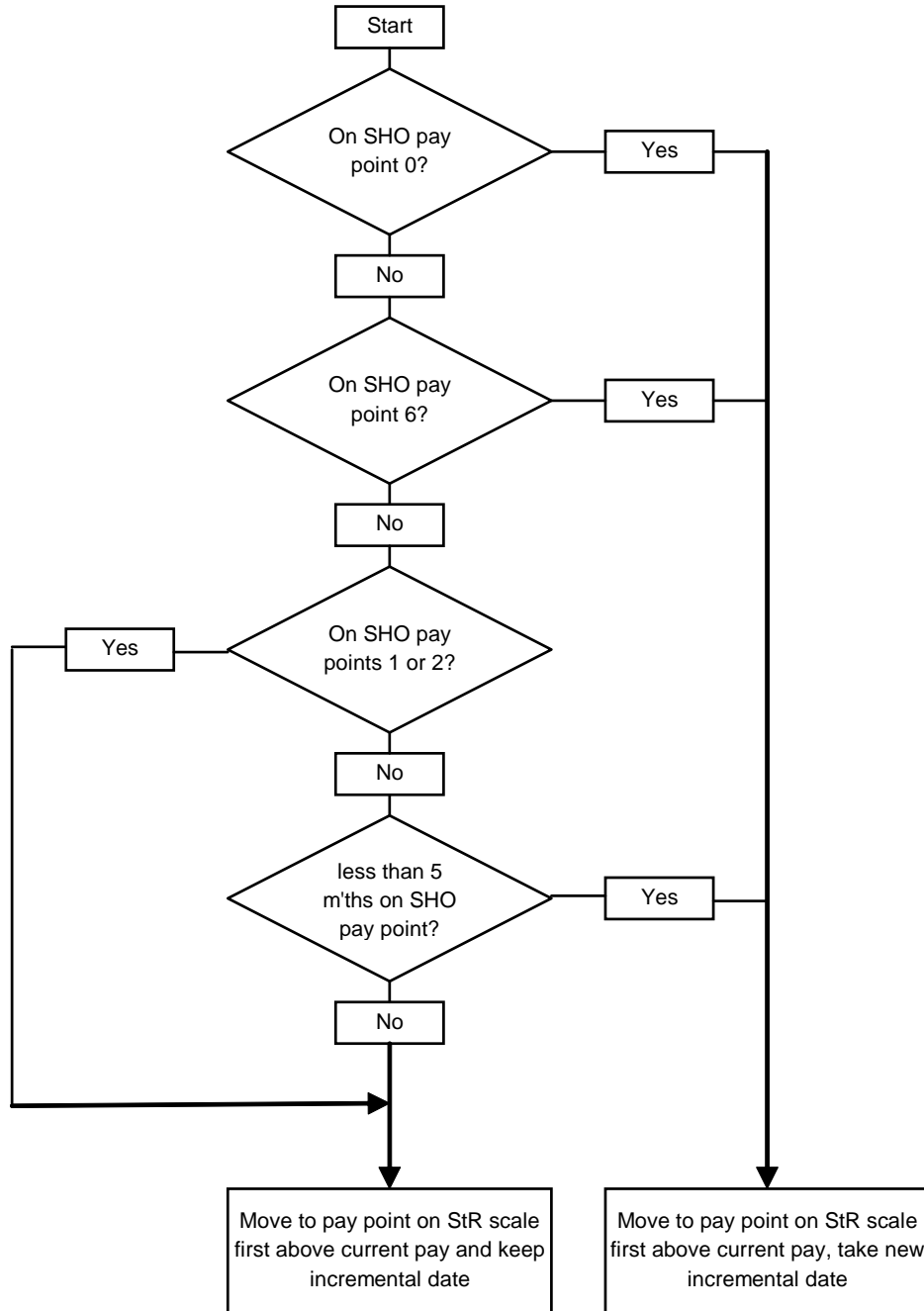
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Flowchart 1 – basic method of assimilation



Non-Exhaustive Examples of Transitional Arrangements and Transfer

Example 1

A doctor, having been on point 4 of the SHO scale for 1 month, will transfer to point 3 of the StR scale (the first point with a higher value than SHO4), take the date of transfer as their new incremental date, and move 12 months later to point 4 of the StR scale.

Example 2

A doctor, having been on point 4 of the SHO scale for 11 months, will transfer to point 3 of the StR scale, retain their existing incremental date and move 1 month later to point 4 of the StR scale.

Example 3

A doctor, having been on point 4 of the SHO scale for 11 months and 29 days, will transfer to point 3 of the StR scale, retain their existing incremental date and move 1 day later to point 4 of the StR scale.

Example 4

A doctor, having been on point 4 of the SHO scale for 12 months and transferring to an StR post on their incremental day, will move to point 3 of the StR scale, retain their existing incremental date, and move on the same day to point 4 of the StR scale.

Breaks in service at transfer

5. It has been suggested that some doctors may not start in specialty training posts immediately after the beginning of August and might as a consequence be faced with a break in service before taking up their new post. While this is unlikely to happen in practice on a significant scale given the need to maintain service cover, it is useful to consider the effect of a break in service on incremental dates for pay purposes – short breaks will not normally count as a break in service for the purpose of occupational benefits.

6. If a doctor takes time out of NHS service, that time will be discounted when establishing their incremental date on taking up their new appointment, if they fall into the group that retains their incremental date on transfer. However, if such a doctor spends some or all of the period between substantive appointments working, for example, as a locum, then that time will be counted as additional service when the incremental date is re-calculated and, if by including such service the doctor would have reached an incremental point during the period of locum work, adjustment should be made to the notional SHO salary on transfer when the StR appointment is taken up.

Example 1

A doctor has a period of ten days without a post, during which time he takes a break. The effect will be to set back his incremental date by ten days. If his incremental date fell on the sixth day of the ten day period, he would need to work for five days after his return before gaining an increment, assuming he would normally have retained his incremental date on transfer.



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Example 2

A doctor has a period of 3 months between leaving her SHO post and taking up an StR appointment. During that time she works for two months as a locum in a transitory SHO-level post. On taking up the StR appointment she will have set back her incremental date by only one month, as time spent in the locum post will be counted as equivalent to continuing SHO service (paragraph 123a, TCS).

Example 3

A doctor spends a period of a little over three months between leaving his SHO post and taking up an StR appointment working as a locum providing maternity cover in a Specialty Registrar post (or indeed as an StR locum for service). In this case the doctor could elect to count the full period as continuing service in the SHO grade and retain his existing incremental date, or could elect to set back his incremental date by the period of the break and to count the locum period at half rate against seniority in the StR grade on appointment (under paragraph 123b of TCS), whichever was the more favourable.

Example 4

A doctor, on SHO point 4 finishes her SHO post 2 weeks before her incremental date. In the period before taking up an StR appointment four weeks later she works for three weeks as a locum. Counting her locum service as continuing SHO service, she will have been due an increment during the break, and her starting salary in the StR post will be based on transfer from point 5 of the SHO scale. As she will have been on that point for only a matter of weeks, calculation of a new incremental date as a result of service during the break becomes academic; she will take the date of transfer as her new incremental date.



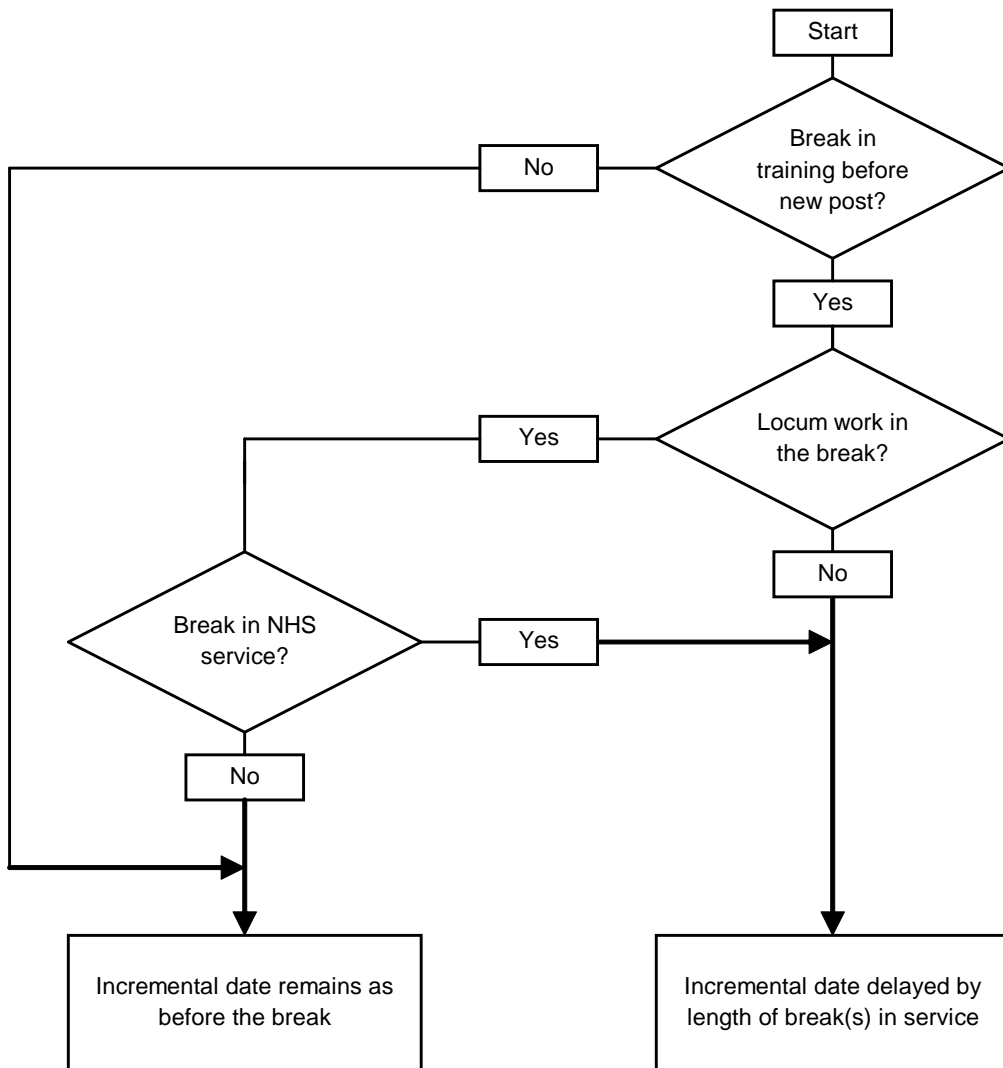
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Flowchart 2 – Effect of a Break in Service on Incremental Date



ANNEX C

OFFER AND ACCEPTANCE OF A TRAINING POST

STATEMENT OF PARTICULARS OF EMPLOYMENT FORMING PART OF THE CONTRACT FOR HOSPITAL MEDICAL AND DENTAL STAFF IN THE GRADES OF SPECIALTY REGISTRAR, SPECIALIST REGISTRAR, SENIOR HOUSE OFFICER, FOUNDATION HOUSE OFFICER, HOUSE OFFICER AND PRE-REGISTRATION HOUSE OFFICER AND DOCTORS AND DENTISTS IN PUBLIC HEALTH MEDICINE AND THE COMMUNITY HEALTH SERVICE

For Specialist and Specialty Registrars it will be necessary to incorporate into the model contract below, paragraphs as appropriate from the previous model contract required specifically for SpRs as per NHS Circular PCS(DD)1996/3, PCS(DD)1997/6 or their successors.

[Insert: Name and address of employing Health Board/Special Health Board]

Date.....

Dear

Offer of appointment

1. (a) I am instructed by the [insert name of employing Health Board/Special Health Board] to [offer you]* [confirm the offer of]* an appointment as [insert job title and grade] at [insert name of hospital(s)] commencing on [for a period of terminating on].*
- (b) The date of the start of your period of continuous employment is For these purposes, your employment with [insert name of previous employer] [is]* [is not]* included in the period of continuous employment.

Applicable collective agreement

2. Your appointment will be subject to the Terms and Conditions of Service of Hospital Medical and Dental Staff and doctors and dentists in Public Health Medicine and the Community Health Service (Scotland) as amended from time to time [and any reference in those Terms and Conditions to an employing authority shall be construed as if it were to include a reference to an employing Health Board/Special Health Board].*

Duties

3. (a) Your hours and duties are as defined in the attached job description (For rotations, the job description may differ for each individual post/placement). You will be available for duty hours which in total will not exceed the duty



hours set out for your working pattern in paragraph 20 of the Terms and Conditions of Service.

- (b) Your working pattern is described as [full shift]* [partial shift]* [24 hour partial shift]* [on-call rota]* [hybrid comprising [full shift]* [partial shift]* 24 hour partial shift]* [on-call rota]*] with controls on hours as defined in the Terms and Conditions of Service paragraph 20.

[For staff contracted as full-time staff

- (c) You will receive a base salary as detailed in Table 1, Appendix 1 of the Terms and Conditions of Service.]*

[For staff contracted as part-time staff

- (c) You will receive a basic salary determined by your actual hours of work as a proportion of the full-time basic salary as detailed in Table 1, Appendix 1 of the Terms and Conditions of Service, using the principles set out in NHS Circular PCS(DD)2005/7 (New Flexible Training Arrangements for Doctors in Training).*
- (d) A non pensionable supplement at payband [insert payband] will be payable in accordance with paragraph 22 of the Terms and Conditions of Service (for rotations, banding supplements may differ for each individual post/placement).
- (e) Banding supplements may be altered (in accordance with paragraphs 6(e) and 7(c) below) in the light of changes in working patterns in order to make posts compliant with the New Deal and the Working Time Regulations as amended. If the payband changes, you will be issued with a letter of variation (in accordance with paragraph 7 below). Pay protection will apply in accordance with paragraph 21 of the Terms and Conditions of Service.

Pay

4. (a) Your base salary will be £ [insert figure] per annum, paid monthly [and will progress by annual increments to £ [insert figure] per annum]* in accordance with the current national agreed salary scale for your grade. (These rates are subject to amendment from time to time by national agreement.) See Note 1.

[(b) Your incremental date will be [insert date]]*

[(c) You will receive, in addition to your base salary a supplement at the rate of% of your base salary for duty contracted at [Band 1 A/B/C]* [Band 2 A/B]* [Band 3]* [Band FA/FB/FC]* as set out in Paragraph 3(d) above, which will be payable monthly. (These rates may be amended from time to time by national agreement).]*

[(d) In addition, you will be paid the following allowances:
e.g. peripheral allowances.

Pension

5. (a) Your appointment will be pensionable and your base salary will be subject to deduction of superannuation contributions in accordance with the NHS

Superannuation Scheme (Scotland) Regulations 1995 (as amended) unless you opt out of the scheme. (Any supplement payable to you is not pensionable.) Details of the NHS scheme are given in the scheme guide, which is enclosed.

- (b) There [is]* [is not]* a contracting out certificate in force for the purposes of section 3(5) of the Employment Rights Act 1996.
- (c) Pay supplements over and above base salary are non-pensionable.

For staff contracted to work 40 or more hours of duty per week:

- (d) Your pensionable pay for contributions purposes must be based on your actual whole-time basic pay (1.0) only.

For staff contracted to work less than 40 hours of duty per week:

- (e) Your pensionable pay for contributions purposes will be the appropriate proportion of actual whole-time basic pay (1.0). However, your contributions must also be paid on any additional hours of duty you work between your contracted hours and a maximum of 40 hours per week.
- (f) Your employer must make arrangements to track and record these additional hours (see Paragraph 5(e) above) for pension purposes.

Monitoring of working patterns

- 6. (a) The Health Board/Special Health Board is contractually obliged to monitor junior doctors' New Deal compliance and the application of the banding system, through robust local monitoring arrangements supported by national guidance. You are contractually obliged to co-operate with those monitoring arrangements.
- (b) These arrangements will be subject to:
 - review by the regional New Deal Support Officers (or equivalent); and
 - for the Health Board/Special Health Board, the performance management systems.
- (c) The Health Board/Special Health Board must collect and analyse data sufficient to assess hours' compliance and/or to resolve pay or contractual disputes. Therefore, when the Health Board/Special Health Board reasonably requests you to do so, you must record data on hours worked and forward that data to the Health Board/Special Health Board.
- (d) The Health Board/Special Health Board is required to ensure that staff in all training grades comply with the controls on hours of actual work and rest detailed in sub-paragraph 22.a of the Terms and Conditions of Service, and with the requirements of the Working Time Regulations as amended from time to time.
- (e) You are required to work with your employer to identify appropriate working arrangements or other organisational changes in working practice which move non-compliant posts to compliant posts and to comply with reasonable changes following such discussion.



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Revision to pay banding

7. (a) The Health Board/Special Health Board will notify you in writing of its decision on banding.
- (b) Full details of the procedure for appealing against banding decisions are in the Terms and Conditions of Service sub-paragraph 22.1.
- (c) Full details of the procedure for rebanding posts are in the Terms and Conditions of Service sub-paragraph 22.m.

Notice

8. You are entitled to receive notice of termination of employment and are required to give [insert name of employing Health Board/Special Health Board] notice. See also Note 2.

Registration and insurance

9. You are required to be registered with the [General Medical Council]* [and]* [General Dental Council]* throughout the duration of your employment. See also Note 3.

Additional work

10. You agree not to undertake locum medical or dental work for this or any other employer where such work would cause your contracted hours (or actual hours of work) to breach the controls set out in paragraph 20 of the Terms and Conditions of Service.

Residence

11. [The appointment requires you to be resident at [insert name of hospital]. No charge will be made for lodgings, in accordance with the Terms and Conditions of Service.

See also Note 4]*

[The appointment requires you to be resident in [insert name of hospital house or flat]. The terms of your occupation are set out in the enclosed tenancy agreement/licence.

See also Note 4]*

[The appointment does not require you to reside in hospital, but you have chosen to do so; and a deduction from salary for lodgings will accordingly be made, in accordance with the Terms and Conditions of Service.

See also Note 4]*

[The appointment does not require you to reside in hospital, but you have chosen to do so; and the terms of your occupation of [insert address of hospital house or flat] are set out in the enclosed tenancy agreement/ licence.

See also Note 4]*

[It is your responsibility to ensure that when on call you will be available by telephone and able to reach your hospital in time to meet your clinical commitments]*

Leave



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12. (a) You will be entitled to weeks' annual leave with full pay each year. The Health Board's/Special Health Board's leave year runs from
- (b) In the current leave period [insert dates] your entitlement will be weeks.
- (c) Full details of both annual leave and sick leave allowances and the conditions governing those allowances and study leave, are set out in the Terms and Conditions of Service.

Property

13. (a) [Insert name of employing Health Board/Special Health Board] accepts no responsibility for damage to or loss of personal property, with the exception of small valuables handed to their officials for safe custody. You are therefore recommended to take out an insurance policy to cover your personal property.
- (b) Notwithstanding (a) above, [Insert name of employing Health Board/Special Health Board] undertakes, so far as is reasonably possible, to ensure that lodgings are maintained in a secure condition.
- (c) You should, through the exercise of normal diligence, also seek to maintain the security of your lodgings.

Deductions

14. The [insert name of employing Health Board/Special Health Board] will not make deductions from or variations to your salary other than those required by law without your express written consent.

Sickness Absence

15. The provisions relating to absence by you because of sickness appear in paragraphs 225-244 of the Terms and Conditions of Service.

Grievance procedure

16. (a) Should you have any grievance relating to your employment you are entitled to discuss the matter in the first instance with the consultant (or consultants) to whom you are responsible, and where appropriate to consult, either personally or in writing, with [insert name of the appropriate Personnel Officer], at [insert address of Personnel Officer].
- (b) The agreed procedure for settling differences between you and [insert name of employing Health Board/Special Health Board] where the difference relates to a matter affecting your Conditions of Service is set out in Section 42 of the General Whitley Council Conditions of Service (or in any replacement provision which may come into force from time to time).

Disciplinary procedure

17. The provisions relating to disciplinary procedure appear in section 42 of the General Whitley Council Conditions of Service as incorporated by paragraph 189 of the Terms and Conditions of Service.

Acceptance

18. If you agree to accept the appointment on the terms specified above, please sign the form of acceptance on the following page and return it to me. A second signed copy of this is attached, which you should also sign, and retain for your future reference.

Yours faithfully

Signature

On behalf of



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NOTES

[]*: A square bracket followed by an asterisk indicates “delete as necessary”.

1. Your salary gives years’ incremental credit for previous service. If you have any enquiry about how this has been calculated, please contact [insert name and address of Personnel Officer].

2. (a) The Departments and the profession have agreed that minimum periods of notice should be applied as follows, unless there is agreement by both parties to a contract that a different period should apply:

| | |
|-----------------------------------|----------|
| House Officer | 2 weeks |
| Foundation House Officer 1 | 2 weeks |
| Foundation House Officer 2 | 1 month |
| Senior House Officer | 1 month |
| Specialty or Specialist Registrar | 3 months |

(b) The Employment Rights Act 1996 provides entitlement to minimum periods of notice, dependent upon an employee’s length of continuous employment, as follows:

| <u>Period of continuous employment</u> | <u>Notice entitlement</u> |
|--|---|
| 1 month or more but less than 2 years | Not less than 1 week |
| 2 years or more but less than 12 years | Not less than 1 week for each year of continuous employment |
| 12 years or more | Not less than 12 weeks |

3. Copies of NHS Circular 1989(PCS) 32 on indemnity arrangements issued in December 1989 (are enclosed)* [may be obtained on request]* You are normally covered by NHS indemnity against claims of medical negligence. However, in certain circumstances (especially in services for which you receive a separate fee) you may not be covered by the indemnity. The Health Departments therefore advise that you maintain membership of your medical defence organisation.

4. Copies of NHS HDL(2001)50 relating to standards of residential accommodation [are enclosed]* [may be obtained on request]*.

5. Copies of HDL(2000)17 – Junior Doctors Contract Implementation Guidance, [are enclosed]* [may be obtained on request]*.

PLEASE DO NOT DETACH

I hereby [accept]* [confirm my acceptance of]* the offer of appointment mentioned in the foregoing letter on the terms and subject to the conditions referred to in it.

Signature

Date

This offer, and acceptance of it, shall together constitute a contract between the parties.



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PAY PROTECTION ON RE-ENTRY TO TRAINING FROM A CAREER GRADE POST

Changes to Terms and Conditions of Service

1. The pay protection provisions on return to training are to be harmonised across Hospital Medical and Dental Staff and Doctors and Dentists in Public Health Medicine and the Community Health Service. The following paragraphs replace paragraphs 132a and paragraph 135e. Paragraph 135f is deleted. This has been agreed across all craft groups.

2. For the purposes of this note and revised paragraphs 132a and 135e the general premises are:

- ◆ The term ‘training grade’ refers to accredited training appointments in the grades of FHO, SHO, SpR and StR.
- ◆ the term ‘career grade’ is a reference to any NHS medical practitioner appointment on national terms and conditions of service other than those in training grades.

3. On return to a training contract, a doctor will assume the terms and conditions applicable to a doctor in training: but

- ◆ for pay purposes a doctor may either; be placed on an appropriate point on a training grade pay scale;

or

- ◆ their pay while in the training post may be based on the pay point reached in their career grade contract, with total pay calculated as if their contracted training duties had been carried out under the terms of their previous career grade contract,

and

the practitioner retains the current value of the pay point or threshold reached before re-entry to training, receiving general pay awards but not moving up the incremental scale.

4. Continuous service of less than 13 months in a substantive career grade post immediately prior to re-entering training will not be recognised for pay protection purposes.



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5. The ‘appropriate authority’ recognising posts under paragraph 132a will normally be the responsible Deanery.

6. These provisions will come into force with effect from and including 1 August 2007. New contracts of employment agreed after that date will be subject to these new provisions which will apply both to practitioners already protected under current arrangements and to practitioners starting retraining.

7. The 13 month qualifying period in the career grade post referred to in the revised paragraph 132a can be discontinuous and may consist of one or more posts, but it must not be broken by a period of any length in a training grade.



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PAY PROTECTION ON RE-ENTRY TO TRAINING FROM A CAREER GRADE POST

REVISIONS TO PARAGRAPHS 132a and 135e

- 132a. Where a practitioner in a career grade takes an appointment in a training grade which is recognised by the appropriate authority as being for the purpose of obtaining approved training (which may include training to enable the practitioner to follow a career in another specialty) and the practitioner has given continuous service in a career grade post or posts for at least 13 months immediately prior to re-entering training, the practitioner shall, while in the training grade, continue to receive a salary protected on the incremental point, pay point or threshold the practitioner had reached in his or her previous career grade appointment. Such a practitioner shall receive the benefit of any general pay awards. On reappointment to a career grade post, the practitioner's starting salary should be assessed as if the period spent in the approved training post had been continuing service in the previous career grade. Where a practitioner re-entering training from a career grade has held a recognised training post (or equivalent service overseas) in the 13 months of contracted employment prior to re-entering training, the intervening period spent in the career grade shall be taken as continuing service in the training grade, and the practitioner will be re-appointed on the appropriate incremental point of the training grade scale. Where pay in the earlier training post was already protected under these provisions, such protection shall continue. Practitioners whose previous appointment was in the Northern Ireland, Isle of Man or Channel Islands hospital service are eligible for protection of salary under the terms of this paragraph.
- 135e. A practitioner entitled to protection under paragraph 132a shall continue to receive the leave entitlement of his or her previous post and shall receive the appropriate training grade salary plus the supplement or his or her protected salary, whichever is the greater, except that where the salary is protected at a point on the training grade scales the supplement for the new post shall be paid in any case. The appropriate training grade salary shall be determined as the point on the training grade incremental scale previously reached, plus recognition of service in the same or a higher grade subject to the provisions of paragraph 123 and such guidance as may be published from time to time. For career grade practitioners entering a training grade, the basic salary paid in the previous appointment shall also, for protection purposes, not include any payments for an additional notional half-day under paragraph 14, additional sessions under paragraph 16, payments for extra/additional Programmed Activities, out of hours or on-call, or a salary supplement, as appropriate, for which the practitioner was contracted in that career grade appointment. The practitioner will, however, be entitled to have total pay in the training post calculated as if the duties contracted for in the training post had been carried out under the relevant terms of the career grade contract held before re-entry to training.



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SPECIALTY REGISTRARS TRAINING IN GENERAL PRACTICE

GP REGISTRAR PAY SCALES – SUPPLEMENTARY INFORMATION

The following information and table is included for the sake of completeness. They show the rate of allowances applicable to the GP Registrar Scheme.

Determination of allowances for doctors entering VTS training in the Specialty Registrar grade

- 1) Doctors appointed from hospital training grades shall have their basic salary as a Specialty Registrar established under the transitional arrangements described in Annex B of NHS Pay Circular PCS(DD)2007/7.
- 2) The total allowance can then be determined by reference to the table set out for information below.
- 3) Doctors appointed from career grades before 1 August 2007 will have their allowance determined under the allowances for those appointed on or after that date will be determined under the arrangements as set out in Annex D of NHS Pay Circular PCS(DD)2007/7.

Contracts of employment entered into after 1 April 2007

c. Col A : Hospital salary (last NHS appointment held) = current GPR basic allowance

Col B : GP Registrar Supplement

Col C : Col A + Col B = total allowance payable to GP Registrar

| | A | B | C |
|---------------------------------------|--------|--------|--------|
| | £ | £ | £ |
| 1 Specialty Registrar (StR) minimum | 28,118 | 15,465 | 43,583 |
| 2 2 nd Year StR | 29,879 | 16,434 | 46,313 |
| 4 3 rd year StR | 32,338 | 17,786 | 50,124 |
| 5 4 th year StR | 33,825 | 18,604 | 52,429 |
| 6 5 th year StR (Registrar | | | |
| 6 Maximum)‡ | 35,619 | 19,591 | 55,210 |
| 7 6 th year StR | 37,413 | 20,578 | 57,991 |
| 8 7 th year StR | 39,207 | 21,564 | 60,771 |
| 9 8 th year StR | 41,001 | 22,551 | 63,552 |
| 10 9 th year StR | 42,795 | 23,538 | 66,333 |
| 11 10 th year StR | 44,581 | 24,520 | 69,101 |



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